

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name and Address of Registrant**

Sanitas International  
1629 K St. NW, Suite 300  
Washington, DC

**2. Registration No.**

6530

**3. Name of Foreign Principal**

Mer Security and Communications Systems, Ltd. (Mer) on  
behalf of the Government of the Democratic Republic of  
the Congo (DRC)

**4. Principal Address of Foreign Principal**

Palais de la Nation, Kinshasa, Democratic Republic of the Congo

**5. Indicate whether your foreign principal is one of the following:**

- ☒ Government of a foreign country<sup>1</sup>
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- ☐ Partnership ☐ Committee
- ☐ Corporation ☐ Voluntary group
- ☐ Association ☐ Other (specify) \_\_\_\_\_
- ☐ Individual-State nationality \_\_\_\_\_

**6. If the foreign principal is a foreign government, state:****a) Branch or agency represented by the registrant**

Government of the Democratic Republic of the Congo (DRC)

**b) Name and title of official with whom registrant deals****7. If the foreign principal is a foreign political party, state:****a) Principal address****b) Name and title of official with whom registrant deals****c) Principal aim**

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

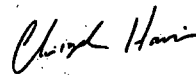
Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
10/10/2018	Christopher Harvin, Partner	

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Sanitas International  
1629 K St, NW, Suite 300  
Washington, DC 20006

**2. Registration No.**

6530

**3. Name of Foreign Principal**

Government of the Democratic Republic of the Congo (DRC)

**Check Appropriate Box:**

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attachement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Our work will provide strategic counsel, media relations and outreach to the Government of the DRC surrounding the upcoming elections and the peaceful democratic transition of executive power. Our program will also strengthen democracy in the DRC and improve the lives of all Congolese people while promoting peace and stability in the region.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Outreach to media, think tanks, U.S. government officials and related agencies, as well as the policy community to highlight the democratic transition in DRC.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
10/10/2018	Christopher Harvin, Partner	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



**01 October 2018**

**Mr. Omer Laviv  
Chief Executive Officer  
Mer Security and Communications Systems, Ltd.  
5 Hatzoref Street  
Holon, Israel**

**RE: Strategic Counsel, Media Relations and Outreach**

Per our recent conversations, Sanitas International Inc. (Sanitas) is honored to support Mer Security and Communications Systems, Ltd. (Mer) on behalf of the Government of the Democratic Republic of the Congo (DRC). Our work will provide strategic counsel, media relations and outreach to the DRC surrounding the upcoming elections and the peaceful democratic transition of executive power following them. Our program will also strengthening democracy in country and improve the lives of all Congolese people, while promoting peace and stability in the region.

For your convenience we have provided a contract attached at the end of this document. An invoice can be provided as needed. Sanitas will immediately begin work with the return of the signed contract and receipt of the payment.

Sanitas International is looking forward to a long and productive relationship with you, and your organization.

Sincerely,

A handwritten signature in cursive script, appearing to read "Chris Harvin".

**Christopher Harvin  
Sanitas International, Partner**

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Sanitas-Mer

**STANDARD CONTRACT**

**Fees:** This engagement between Sanitas International (Sanitas) and Mer Security and Communications Systems, Ltd. (Mer) on behalf of the Government of the Democratic Republic of the Congo (DRC) will begin with a fee of \$200,000 (two-hundred thousand) USD for the period of performance commencing on October 1, 2018 and ending on January 10, 2019 (a period of three (3) months and ten (10) days), to cover senior level advisory services, media relations and outreach pursuant to our earlier discussions.

Additional fees and expenses must be preapproved and will be billed separately and are described below:

- **General Expenses:** We do not bill our clients for regular in-house copying, postage, faxing, handling or other regular fees.
- **Telephone & Network Charge:** We do not bill for local telephone calls. We do not bill for standard technology expenses on a per-use basis. International calls to, or telephone fees while in country on business will be billed at cost.
- **Travel and Meals:** Travel and meals expenses will be billed at cost. Client shall cover expenses for all travel, lodging, meals and such incidental expenses agreed to between the parties to this agreement. For airline travel time longer than three hours (3) in length, client shall provide business class accommodations. Any travel expenses billed to client will be billed at cost plus ten (10) percent handling fee if not paid in advance or, as preferred, arranged by the client in advance.
- **Compliance Fees:** In the process of providing services it is understood that Sanitas may be required to make various foreign agent or lobbyist disclosures filings, as appropriate and required by applicable laws. Sanitas will prepare such filings in a diligent and timely manner. Fees regarding foreign agent or lobbying disclosure filings will be included as a separate expense and billed at cost.
- **Scope of Services:** You are free at any time to expand or reduce the scope of work by letting us know what changes you require in writing. In such cases, the fee shall be revised to reflect the new scope of work.
- **Confidentiality:** We agree to keep confidential any and all information concerning your business and operation which becomes known to us and which you advise us is to be considered confidential in nature. You agree to keep confidential our recommendations and confidential information regarding various projects in which we are now or may be involved.
- **Contracting:** You agree not to hire any Sanitas International employees or their agents independently for the period of this agreement and 2 (two) years after its completion.
- **Indemnification:** Since we will be acting at your direction, you agree to indemnify and hold our agents and us and assigns harmless with respect to any claims or actions for discovery. You also agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy arising out of our consultation and/or any materials or information supplied by you to us where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy where we have acted contrary to your instructions or otherwise have acted with gross negligence.
- **Conflicts of Laws/Jurisdiction:** This agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia without regard to its conflicts of laws

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**Sanitas-Mer**

principles. Client and Sanitas agree that federal court for or within the District of Columbia shall have exclusive jurisdiction over any disputes arising under or related to this Agreement and Client and Sanitas irrevocably consent to the jurisdiction of such courts and the placement of venue therein, and waives any claim that any such action, suit or proceeding in such a court has been brought in an inconvenient forum.

**Compliance with Laws**

Sanitas will, to the extent necessary, comply with applicable disclosure statutes, including the Lobby Disclosure Act and the Foreign Agents Registration Act. Sanitas shall be solely responsible for the acts of its employees and/or agents and shall defend and hold MER harmless from any claims which arise from said acts.

Please sign this letter and return it to the address given below. Work will start upon our receipt of this letter and a payment of \$120,000 (one hundred and twenty thousand) USD. Payment shall be sent by wire transfer as noted below:

**Please Wire Funds to:**

Bank: PNC

- Bank Address: 1413 P Street, Washington D.C. 20005
- Beneficiary: Sanitas International
- Account #: 5559902761
- Routing #: 031000053
- Swift Code: PNCCUS33

Clients will receive a bi-monthly report of the firm's activities on behalf of Mer Security and Communications Systems, Ltd. (Mer) on behalf of the Government of the Democratic Republic of the Congo (DRC) Government of the Democratic Republic of Congo. The Sanitas team estimates three international trips during the contract period to brief the client.

An initial retainer of \$120,000 plus \$30,000 deposit to cover expenses to be build against shall be payable upon presentment of an invoice, and either party may terminate the agreement by providing thirty (30) days advance written notice of termination and payment of all outstanding expenses in full. A second retainer payment of \$80,000 shall be payable on November 1, 2018 upon presentation of an invoice to Mer. In the event of termination, any outstanding retainer balance shall be remitted to Mer. Any criminal charges against the client, including sanctions, are grounds for contract termination without financial penalty.

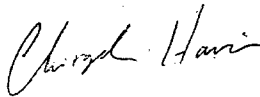
Sanitas International is looking forward to a long and productive relationship with Mer Security and Communications Systems, Ltd. (Mer) on behalf of the Government of the Democratic Republic of the Congo (DRC) and we are eager to start working on your behalf.

Very truly yours,

On behalf of the Sanitas International Team

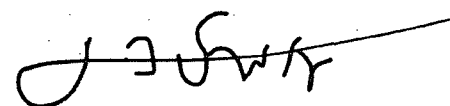
I have read the above letter and agree and accept the terms and the conditions set forth therein.

**Privileged and Confidential**

  
Signature: \_\_\_\_\_

Date: 01 October 2018

Christopher Harvin  
Partner, Sanitas International, Inc.

  
Signature: \_\_\_\_\_

Date: 01 October 2018

Mr. Omer Laviv  
Chief Executive Officer  
Mer Security and Communications Systems, Ltd.